

Hearing Date: 5/17/19

10am

Statement for Hugh O'Reilly Bankruptcy hearing

FILED
U.S. BANKRUPTCY COURT
2019 MAR 13 AM 11:15
S.D.N.Y.

I believe that Hugh O'Reilly took my money in a fraudulent manner because he took the job but didn't do the job. He took money to buy windows for my house but he never purchased the windows. Since he stole this money from me I had no option but to take out a mortgage to buy the windows. I would like to pay off this mortgage that I had to take out because of his fraudulent actions. As of 3/31/19 I had to pay interest on this \$34,660.81 at 7.50% interest in the following amounts:

\$1,958.57
\$2,749.45
\$2,952.44
\$3,173.87
\$3,411.91
\$904.39

total:\$ 15,150.33

At this time I would like to read to the court the Chronology of the events relating to Hugh O'Reilly and the O'Reilly Family Constuction.,Inc.

I believe that his stealing of my money was a fraudulent act and a criminal offense.

This is an objection to the notice of presentment
for an order avoiding judicial liens for
Case number 18-23650.

Susan C Altman

March 13, 2019

Parking of
Concrete
ceil
\$30,000

Chronology of the events relating to Hugh O'Reilly and the O'Reilly Family Construction, Inc.

I signed a contract with Hugh O'Reilly Family Construction, Inc. on August 1, 2008. At that time I gave him ^{W/} a check for \$24,300.

He told me that he was ordering the windows right away(I believe in Sept.) because he told me that their cost was increasing by 12%. I even went in Oct. to add to the order a new front door. On October 15, 2008 I gave Hugh O'Reilly a check for \$21,000.

The work on my house begin mid-October. He worked on and off until Christmas. He didn't work over ^{Interest} the holidays. I started asking about the windows in Dec. He kept telling me that because of the holidays ^{Interest} they were not going to deliver until after the New Year. ^{Cost}

On January 6th, he found out that he didn't have any insurance and ceased to work while he got new insurance. As of Feb. 23rd he has not worked on my house since Jan. 6th. An excuse a day. I consistently asked about the windows and he said he wouldn't have them delivered until he has his insurance.

On Saturday, Feb. 21st I finally called Windowrama and spoke to John Kelly the salesman who was handling my window order. At that time I learned that Hugh O'Reilly never paid for my windows although I have paid him \$64,450. Upon learning about this, I decided that it is time to seek assistance in getting my money back.

Looking at the estimate, I did get the following:

Completed work:

Heating/Air Conditioning(\$20,050.)

New Roof(\$13,500)

Update Electrical work(\$6000)

Total work \$39550

I have paid him \$64,450. This amount was to include the following which he did not complete:

New windows,

New front door

New siding for the house

Extending the dining room four feet

2nd skylight

Removal of all radiators(He removed the radiators but he did not finish the wallboard over the radiators)

Due to the roof work that he did, there was water damage to the interior wall of the house and the porch which Mr. O'Reilly had agreed to repair and paint.

I have been trying to contact Mr.O'Reilly since the 2nd week in February and he has refused to answer my calls. At this point, it has been three weeks since I have spoken to Mr.O'Reilly.

I only want to get my money back, \$24,900 plus the additional money for the water damage to my home. I have figured that he actually owes me \$36,900 for the 2nd skylight, finishing the radiator removal and the painting for the interior of my house due to the water damage from his work on the roof.

I would like to note that three of the checks I wrote were to Hugh O'Reilly directly. He claimed that he could cash it quickly to purchase the windows which he never paid for. The three checks that he received were signed by him and not endorsed for his corporation, even the first check that I gave him in August was endorsed by him.

Mr O'Reilly
asked me to
make checks
to him so he
could make
the purchases
of supplies/windows
glue etc

To date, Mts. Altman has paid you \$64,450. Under the terms of the contract you have completed the following items:

1. You have installed the heating/air conditioning unit for an estimated value of \$26,050 less \$1,500 to finish the wallboard around the radiators.
2. You have installed a new roof valued at \$13,500 but did so in a negligent manner causing damage to the interior of the house requiring repainting at an estimated cost of \$5,000. The plans also specified a second skylight that has not been installed; the estimated cost of purchasing the skylight and installing it is \$1,500.
3. You have completed the updating of the electrical system at a cost of \$6,000 (your estimate that needs to be verified).
4. The total due you for the work performed is \$37,550.